

**INTERLOCAL COOPERATION CONTRACT**  
**SB1729 Pilot Program**  
**Scheduled DL Offices**  
**March 28, 2014**

**I. Parties**

This contract ("Contract") is made and entered by and between Burleson County ("County") and the Texas Department of Public Safety ("TXDPS"), referred to herein as the "Parties," pursuant to the authority granted in Section 521.008 of the Texas Transportation Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**II. Purpose**

The purpose of this Contract is to implement the agreement between TXDPS and the County regarding the pilot program established under Section 521.008, Texas Transportation Code, adopted by SB1729, 83<sup>rd</sup> Texas Legislature, to authorize employees of the County to provide services at offices of the County relating to the issuance of renewal and duplicate driver's licenses, election identification certificates, and personal identification certificates as provided in Section 521.008, administrative rules of TXDPS adopted under Section 521.008 and this Contract. As provided in Section 521.008(a)(4), Texas Transportation Code, the County is a county in which TXDPS operates a driver license office as a scheduled office ("Scheduled Office").

**III. Responsibilities of Parties**

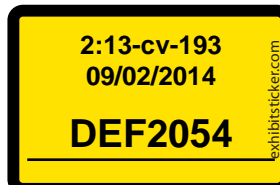
**A. The County**

The County may provide all of the services described in Section 521.008(a-1), Texas Transportation Code, at the Scheduled Office during hours of operation determined by the County with prior written approval of TXDPS; however, the County will not provide any of these services to the public during hours TXDPS is operating or scheduled to operate the Scheduled Office. In providing these services, the County shall use only the services of its qualified and trained employees and comply with the then current written instructions of TXDPS and training provided by TXDPS.

The County shall supervise and maintain responsibility for its employees and ensure that each provides the same standards of confidentiality, security and customer service as TXDPS requires of its employees operating the Scheduled Office. The County shall promptly remove from performance of any services under this Contract any of its employees who are not meeting these standards and substitute the employee with a qualified and trained employee.

The County shall ensure that its employees attend and successfully complete all initial and continuing training provided or required by TXDPS.

The County shall ensure that its employees comply with the security and background checks provided or required by TXDPS.



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The County shall comply with the requirements outlined in the TXDPS Data Sharing Agreement.

The County shall separately obtain, process, secure and account up to the County's \$5.00 processing fees for each transaction relating to driver's license and personal identification certificates only as authorized under Section 521.428, Texas Transportation Code.

The County shall obtain, process, secure, remit and account for TXDPS fees in the same manner as TXDPS employees operating the Scheduled Office.

The County shall comply with Section 521.008, Texas Transportation Code, administrative rules adopted by TXDPS under Section 521.008 and the then current written instructions of TXDPS.

#### **B. TXDPS**

TXDPS shall provide and maintain all equipment, supplies and connectivity to operate the Scheduled Offices to facilitate the provision of services by the County's employees under this Contract.

TXDPS shall provide the County with initial written instructions and training, and updates thereafter as TXDPS determines are necessary, under which the County shall provide these services.

TXDPS shall continue to provide services at the Scheduled Office during its regularly scheduled hours and notify the County of any changes to those hours.

TXDPS will not reimburse the County for any of its expenses in providing these services or otherwise incurred under this Contract.

#### **IV. Terms and Conditions**

1. Term: This Contract will become effective on the date it is signed by the last of the two Parties to this Contract and will continue until it is terminated on mutual agreement or as provided in IV.2 of this Contract.
2. Termination: Either Party may voluntarily cancel this Contract for any reason upon thirty (30) calendar days' written notice to the other Party.
3. Neither party has authority for or on behalf of the other except as provided in this Contract. No other authority, power, partnership, or rights are granted or implied.
4. Non-Incorporation: This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.

5. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and signed by both Parties to this Contract.
6. Force Majeure: Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
7. Governing Law and Venue: This Contract shall be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties shall be Travis County, Texas.
8. Dispute Resolution: The County shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.
9. No Joint Enterprise: The provisions of this Contract are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
10. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Contract shall remain valid and in full force and effect.
11. Notice: Any notice required or permitted under this Contract shall be in writing and shall be directed to the Parties as designated below and shall be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

**If to TXDPS:**

Paul Watkins  
Deputy Assistant Director  
Driver License Division  
Texas Department of Public Safety  
PO Box 4087  
Austin, TX 78773-0300  
Telephone: 512-424-5413  
Email: paul.watkins@dps.texas.gov

**If to COUNTY:**

Honorable Mike Sutherland  
Burleson County  
100 West Buck, Suite 306  
Caldwell, Texas 77836  
Telephone: 979-567-2333  
Email: co\_judge@burlesoncounty.org

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it shall become effective.

12. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.

13. Certifications: The Parties certify that: each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; this Contract is authorized by the governing body of the Parties; and each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

**COUNTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**TEXAS DEPARTMENT OF PUBLIC SAFETY:**

\_\_\_\_\_  
Signature

Joe Peters, Assistant Director  
\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date